



**Supreme Court**  
STATE OF ARIZONA  
ADMINISTRATIVE OFFICE OF THE COURTS

**ROBERT BRUTINEL**  
CHIEF JUSTICE

**DAVID K. BYERS**  
ADMINISTRATIVE DIRECTOR  
OF THE COURTS

January 9, 2020

Stephanie McCollum  
5616 East McKellips, #101  
Mesa, Arizona 85215

**RE: LETTER OF CONCERN - Complaint Number 18-0006**

Dear Ms. McCollum:

On January 9, 2020, the Fiduciary Board ("Board"), pursuant to the Arizona Code of Judicial Administration ("ACJA") § 7-201(H)(6)(a), 7-201(H)(7) and 7-201(H)(24)(a)(6)(a):

1. Reviewed the attached Investigation Summary, Probable Cause Evaluation Report, and Recommendation;
2. Entered a finding grounds for discipline exist in this complaint;
3. Ordered resolution of the complaint through an informal disciplinary sanction; and,
4. Entered the enclosed Order to issue this Letter of Concern.

ACJA § 7-201(H)(24)(b)(2) provides:

*A letter of concern is a written informal discipline sanction and is not appealable. A certificate holder may file a response to the letter of concern no later than fifteen days after the date of the letter of concern. The certificate holder's response is public and division staff shall file the response in the complaint file.*

If you choose to submit a written response, please address it to the Board. Pursuant to ACJA § 7-201(H)(1)(g) and (H)(24)(b)(2), this Letter of Concern and your response are not confidential.

Sincerely,

A handwritten signature in dark ink, appearing to read "Deborah Primock", is written over a light gray circular stamp.

Deborah Primock, Chair  
Fiduciary Board

Enclosures

**Arizona Supreme Court  
Administrative Office of the Courts**



**INVESTIGATION SUMMARY**

**Complaint No. 18-0006**

**License No. 20560**

**Certification and Licensing Division**

**December 16, 2019**

**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
INVESTIGATION SUMMARY and PROBABLE CAUSE ANALYSIS  
and DETERMINATION REPORT**

<b><i>CERTIFICATE HOLDER/LICENSEE INFORMATION</i></b>	<b>License Holder:</b>	Stephanie McCollum
	<b>License Number:</b>	20560
	<b>Type of License:</b>	Individual
<b><i>COMPLAINANT</i></b>	<b>Name:</b>	Margie Velasquez
<b><i>INVESTIGATION INFORMATION</i></b>	<b>Complaint Number:</b>	18-0006
	<b>Investigator:</b>	Pasquale Fontana
<b>Complaint Received:</b>		
		April 14, 2018
<b>Complaint Forwarded to the License Holder:</b>		
		April 25, 2018
<b>Licensee Received Complaint:</b>		
		April 26, 2018
<b>Response From License Holder:</b>		
		May 16, 2018
<b>Period of Active Licensure:</b>		
		August 17, 2006 – Present
<b>Status of License:</b>		
		Active
<b>Availability of Licensee:</b>		
		Available
<b>Availability of Complainant:</b>		
		Available
<b>Report Date:</b>		
		December 16, 2019

**ALLEGATIONS:**

1. Stephanie McCollum failed to pay the ward's rent causing the facility to evict him.
2. Stephanie McCollum was depleting the ward's account and should have planned to move the ward sooner and not put him at risk of being homeless.
3. Stephanie McCollum failed to give notice to interested parties regarding court dates and did not provide annual reports.

**ADDITIONAL ALLEGATIONS:**

4. Stephanie McCollum did not work cooperatively with individuals and organizations involved in the ward's care.

**List of sources for obtaining information: (Investigative, records, outside resources, etc.):**

- Written Complaint and documentation submitted by Complainant, Margaret Velasquez ("Velasquez");
- Written Response and documentation submitted by certificate holder, Stephanie McCollum ("McCollum");

- Review of applicable Certification and Licensing Division (“Division”) records;
- Review of applicable sections of Arizona Revised Statutes (“A.R.S.”), Arizona Codes of Judicial Administration (“ACJA”) § 7-201 and § 7-202, and Arizona Supreme Court Rules;
- Review of Superior Court of Arizona Records, Maricopa County, involving Victor Lopez (“Lopez”), PB2013-070307 and Gila County Records GC2009-0015;
- Records provided by Entrust Hospice;
- Interview with Bailee Delci (“Delci”), Business Office Coordinator, Brookdale Senior Living in Tempe (“Brookdale”);
- Interview with Velasquez;
- Interview with Mitzi Lopez (“Mitzi”);
- Interview with Joann Mercolita (“Mercolita”), Managing Director/Owner of Healing Gardens Assisted Living (“Healing Gardens”);
- Interview with James Mercolita (“James”), Owner of Healing Gardens;
- Interview with Daniel Lopez (“Daniel”);
- Interview with Alma Init (“Init”), Director of Entrust Hospice;
- Interview with McCollum.

#### **PERSONS INTERVIEWED:**

1. Bailee Delci
2. Margaret Velasquez
3. Mitzi Lopez
4. Joann Mercolita
5. James Mercolita
6. Daniel Lopez
7. Stephanie McCollum
8. Alma Init

#### **SUMMARY OF FACTUAL FINDINGS OF INVESTIGATION:**

##### Complaint

On April 20, 2018, the Division received a written complaint against McCollum. Velasquez alleged that in February 2018, Brookdale, “was evicting my father [Lopez] for non-payment of rent.” Velasquez said assisted living facility, Healing Gardens, took Lopez in, but McCollum was uncooperative with the caregiver and Lopez could still be evicted for non-payment of rent.

Velasquez said McCollum was depleting Lopez’s account and should have moved him sooner because she “was putting him in danger of no place to go.”

Velasquez alleged that McCollum failed to provide annual reports or “correspondence” regarding Court dates.

### Summary of Response to Complaint

On May 18, 2018, McCollum provided a written response to the complaint. Regarding the allegation that she did not send correspondence involving court dates or annual reports filed with the Court, McCollum stated that all communication with interested parties was handled by her attorney, Lawrence Scaringelli ("Scaringelli") and she directed the Division to contact him for additional information.

McCollum disputed that Lopez was evicted from Brookdale and said the facility "did not serve or threaten to evict" Lopez. McCollum said the facility sent a notice to her office regarding Lopez's move out date based on her prior notice to vacate.

### Procedural History

Lopez probate case originated in Gila County Superior Court. Mitzi was appointed guardian for her father, on April 9, 2009, per Letters issued, in GC2009-0015.

On September 25, 2013, in Maricopa County Superior Court, Daniel filed a Petition for Appointment of Guardian/Conservator, in PB2013-070307.

On December 27, 2013, McCollum filed an Objection to Petition and Counter Petition for Appointment of Conservator seeking appointment as successor guardian and conservator for Lopez.

The Division notes that on or about December 13, 2013, the Department of Veterans Affairs ("VA") appointed McCollum to serve as fiduciary to manage Lopez's VA benefits.

On March 27, 2014, Mitzi filed a Petition for the Resignation of Guardian, Termination of Guardianship and Order, in GC2009-0015.

On May 2, 2014, a Change of Venue transferred jurisdiction of the case from Gila County to Maricopa County. Per the Gila County Superior Court Clerk's Certificate on Change of Venue, original documents and minute entries were forwarded to the Superior Court of Maricopa County, on Change of Venue.

On June 19, 2014, per Letters issued, McCollum was appointment temporary guardian and conservator for Lopez and permanent guardian and conservator for Lopez on October 30, 2014, per Letters issued, in PB2013-070307.

### Non-Payment of Rent

#### a. Brookdale

Velasquez alleged that in February 2018, Brookdale "was evicting my father [Lopez] for non-payment of rent." She said Healing Gardens took Lopez in, but McCollum was uncooperative with the caregiver and Lopez could still be evicted for non-payment of rent.

Velasquez told Division staff her sister, Mitzi, told her that Brookdale contacted her because McCollum had not paid Lopez's bills, so Brookdale issued an eviction notice and Lopez was to vacate the facility at the beginning of March. Velasquez said, apparently, Brookdale did not receive any correspondence from McCollum nor did she return calls and the facility did not know what to do with Lopez.

Velasquez said she called McCollum in February 2018, at which time she assured Velasquez the matter was "getting take care of" and that Lopez was going to be moved. Velasquez said McCollum told her she was working on getting Lopez into Healing Gardens, but she had not yet heard back from the facility.

Mitzi told Division staff she placed her father into Brookdale in 2013 while she was his Court-appointed guardian. Mitzi said she was informed by Brookdale that while at the facility Lopez could accumulate "points" so when he required a higher level of care, he could go to one of Brookdale's long-term facilities. Mitzi said, "I had a very, very close relationship with the people at Brookdale. They were very good to my father."

Mitzi said she received a call from the Brookdale administrator telling her that McCollum had not paid the rent and the facility was starting the eviction process. Mitzi said her understanding was that McCollum contacted an Arizona Long Term Care System ("ALTCS") provider and that Lopez was being moved into another facility, so the eviction process never went through. Mitzi said she called McCollum who told her that McCollum's office was in the process of applying for ALTCS benefits and that this could "take a while."

McCollum told Division staff that Lopez had been placed into Brookdale by a family member prior to McCollum's involvement with the case. She said Brookdale was selected because it was an ALTCS contracted facility and the transition should have been seamless when Lopez reached the point of needing long term care benefits. McCollum said she had previously asked facility staff if Brookdale was an ALTCS approved facility and said she was told that it was and that when Lopez was ready for ALTCS "he will be placed." She said she learned around the time of the application for ALTCS in mid-January 2018, Brookdale was not ALTCS contracted, but that Brookdale sister facilities were ALTCS contracted. McCollum said when Brookdale was informed of the impending transition to ALTCS, Brookdale staff told her Lopez could not remain at Brookdale and he would have to relocate to a Brookdale sister facility. McCollum said Brookdale staff would not assist with locating an available placement and, therefore, she was required to "do all of the leg work."

McCollum stated that Brookdale "did not serve or threaten to evict" Lopez and she represented that "at no point" was Lopez going to be evicted. She said Brookdale sent a notice to her office regarding Lopez's move out date based on her prior notice to vacate. McCollum said she was in contact with counsel and with ALTCS and said she worked diligently to facilitate the transition. She added that discussions were had to seek Court involvement as necessary to stop any possible eviction.

Brookdale's Business Office Coordinator, Delci, said Brookdale referred Lopez/McCollum to one of the facility's sister facilities that was ALTCS contracted. Brookdale also contacted Healing Gardens. Delci told Division staff she recalled having some communication with McCollum's office related to Lopez being out of money and needing ALTCS. Delci said the communication was, "When he gets to the point then they would move him." She said there was no mention until February 2018 that Lopez was out of money and could not pay the rent which she said surprised Brookdale because they "had no idea." Delci said she remembered that the January 2018 rent was late, so she contacted McCollum's office to inquire about payment at which time McCollum's office told Delci about ALTCS and money issues.

Email records demonstrate that Delci contacted McCollum's office on January 8, 2018, because Brookdale had yet to receive January's room and board payment.

On January 10, 2018, McCollum replied to Delci indicating, in part, "We are in the middle of ALTCCS [sic] planning..." and asked how she could pay ahead for February. Delci replied on the same day, in part, asking, "Will he be rolling onto [sic] ALTCS soon? Or do you know how long he may have as private pay?" McCollum responded that she did not know how long the spend down would take and said she was currently working with the ALTCS planning attorney. McCollum asked, "Would there be an opportunity for Victor [Lopez] to stay with you as private pay but just lower his monthly?"

On January 11, 2018, Delci replied, "Unfortunately we are not able to lower his monthly rate. We do require a written thirty [30] day notice when funds are getting low and he can no longer afford us. Please keep us updated as to when ALTCS is nearing."

On January 16, 2018, McCollum replied, in part, "ALTCS is nearing. Consider this your notice." Delci acknowledged, "Thank you. We will make notes in our system." On the same date, McCollum then asked Delci, "Where will you be relocating Victor [Lopez]? I was told many times by your staff that one of your one of your sister facilities is ALTCS contracted and that Victor [Lopez] would be moved there. Can you please give me more information so I may share it with the family?"

Brookdale's internal emailing reflect the facility's concerns and how to best proceed under the circumstances.

On February 13, 2018, Delci emailed Brookdale's Divisional AR Supervisor(s) stating, in part, that McCollum "has given a thirty [30] day notice. Technically per the thirty [30] day notice, the financial end date would be February 14, 2018, however, the RP [McCollum] is now refusing to move the resident and did not pay February in full."

On February 14, 2018, Brookdale's Executive Director, Adriana Zamora<sup>1</sup> sent an email to its legal department stating, pertinently:

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<sup>1</sup> Adriana Zamora was not available for interview

Per our discussion, the public fiduciary [sic] of our resident Victor Lopez, gave Brookdale Tempe a thirty day [sic] notice in January because she claimed that Victor [Lopez] is soon to run out of funds and is apply for ALTECS [sic]. Stephanie [McCollum], his fiduciary had requested and we provided a list of sister communities that take ALTECS [sic]. Unfortunately [sic] none would accept him because of his level of care. When contacted again to find out when and where Victor [Lopez] would be moving she [McCollum] became exceedingly rude and unprofessional calling me names and hanging up on me. She has still not provided us with any information about his move out even though Wednesday, February 14, is the last day of the notice.”

Zamora further wrote, pertinently:

“Last month we had to charge Victor [Lopez] a late fee and this month she only paid a portion of his rent. Victor’s [Lopez’s] son contacted the community and said they have no intention to move him out until he is approved for ALTECS [sic] and we can’t [sic] evict his dad per the fiduciary’s lawyer. We found out today from another family member that Victor [Lopez] does indeed have more than sufficient funds and would probably not qualify for ALTECS [sic] for possibly almost two [2] years.”

Emails show Brookdale’s legal department determined that if there was a balance due and the facility had reason to believe Lopez would not qualify for or has been denied ALTCS, then a discharge notice would be issued. On February 19, 2018, Brookdale’s legal department emailed facility staff a “30-Day Discharge Notice for non-payment” with instructions, in part, that the notice be delivered to McCollum via Certified Mail with Return Receipt and a copy of the notice via Regular U.S. Mail.

Brookdale sent the following Discharge Notice to McCollum, indicating, in part, there was an unpaid balance due in the amount of \$683.90 (six hundred and eighty-three and ninety) [italics added]:

*We have made several attempts to resolve the outstanding balance on this account and have not received cooperation. At this time, we are sending you this letter as our official Discharge Notice for Victor Lopez from Brookdale Tempe for failure to pay fees and charges in accordance with the terms and provisions of the Residency Agreement. The date of discharge is fourteen (14) days from the date of this notice. Accordingly, the effective date of discharge is Monday, March 5, 2018. Victor Lopewz [sic] will need to vacate the residence and remove all belongings by that date.*

*I sincerely hope you choose to address this outstanding balance prior to Monday, March 5, 2018. We will continue to provide quality health care for Victor Lopez until they [sic] move out. We are available to assist you with arrangements to help make this a smooth transition.*



*Partial payments will be accepted as a form of payment and subtracted from the current amount owed but they will NOT [sic] rescind this discharge. This discharge will only be rescinded if full payment is made on the account and the form of payment is cleared by our bank. If full payment has been made and your account does not have an outstanding balance, you may disregard this discharge.*

Delci told Division staff that Brookdale considered the Discharge Notice an eviction notice sent to McCollum because of failure to pay rent. Delci said Lopez vacated Brookdale on March 3, 2018. Delci said Brookdale normally requires 30-days (thirty) notice to vacate but because Lopez was being discharged for non-payment he could just leave. Delci said McCollum's office paid \$4,400.00 (four thousand four hundred) for February's rent but the fiduciary was obligated to pay Lopez's full rent of \$5,083.90 (five thousand and eighty-three and ninety). Delci said the balance of the rent owed to Brookdale "went to collections and it was a write-off."

Division staff asked McCollum when she had expected to move Lopez out of Brookdale because her January 16, 2018, email to the facility did not indicate a date by which he would leave Brookdale. McCollum did not directly answer the question and instead said that Lopez was supposed to move "on the day he moved out" then said the actual date Lopez moved out of Brookdale was March 2, 2018.

Asked whether the Discharge Notice which she was served was an eviction notice, McCollum said, "I already paid and given notice so there was no eviction...it wasn't a consideration that him being evicted or not because we were already scheduled for him to move." McCollum initially said the balance of \$683.90 (six hundred and eighty-three and ninety cents) owed to Brookdale was never paid then said she was unsure if it was paid. She said, at that time, she took direction from attorney, Emily Taylor ("Taylor"), whom McCollum retained for the ALTCS application, and said Taylor told her what to pay and how to proceed.

McCollum said Healing Gardens contacted her and offered to take Lopez knowing he was ALTCS pending. She said that on February 19, 2018, several weeks before Lopez was to move out of Brookdale, her office sent Healing Gardens a rent deposit check "so it was never a question about an eviction" from Brookdale.

McCollum maintained that she did everything she was supposed to do including giving notice and arranging for an alternative place for Lopez to go.

#### b. Healing Gardens

Velasquez said her understanding was Healing Gardens called Brookdale and said, "just get him moved over here because I know that March 5<sup>th</sup> is the deadline." Velasquez said McCollum was "not corresponding and not returning the calls so she [Mercolita] went ahead and took it upon herself to get him over there because she knew he was going to be

evicted.” Velasquez said the Residency Agreement with Healing Gardens was signed on March 12, 2018.

Velasquez was concerned about information she received from Mitzi regarding Healing Gardens holding a room for Lopez but, apparently, McCollum was not communicating with the facility, not returning telephone calls, and had not yet paid a deposit. Velasquez said she eventually learned that McCollum paid a deposit of \$300.00 (three hundred) but may have been required to pay a \$2,500.00 (twenty-five hundred) deposit and had not paid the balance so there was concern as to whether Lopez would be asked to leave Healing Gardens.

Mitzi told Division staff the day of the move from Brookdale to Healing Gardens was “chaotic” because there was miscommunication between McCollum and Brookdale. Someone was to arrange for Lopez to move out that day but there was confusion as to who was moving him. Mitzi said she went to visit her father at Healing Gardens and was told by the facility that they were unable to reach McCollum, but she was responsible for transporting Lopez. Mitzi said the new facility and Brookdale ended up making their own arrangements to transport Lopez because McCollum could not be reached. Brookdale staff ended up transporting him to Healing Gardens.

Mitzi said the owner [Mercolita] at the new facility used to work at Brookdale and was familiar with Lopez. Mitzi said Healing Gardens took Lopez without payment, but the owner was having trouble getting payment from McCollum. According to Mitzi, Healing Gardens told her the facility had been faxing and calling McCollum about paying rent, but the fiduciary was not responding. Mitzi said she called McCollum who said she was doing the best she could because “ALTCS takes a while” and that the “first round of applications got denied and they were doing a second round of applications.”

Mercolita told Division staff that Brookdale director, Zamora, called her and asked if she had any availability for Lopez at Healing Gardens. Mercolita said she understood Lopez was ALTCS pending and said Healing Gardens “is accredited with ALTCS.” Mercolita said McCollum also called her and asked if Lopez could move into the facility. Mercolita scheduled an appointment with McCollum so that she could see the facility, but McCollum was late for the scheduled appointment and Mercolita had to leave so she did not meet with the fiduciary. Mercolita said when McCollum came to Healing Gardens, she left a check in the amount of \$200.00 (two hundred) or \$300.00 (three hundred) to hold the room for Lopez.

Regarding Lopez’s move from Brookdale to Healing Gardens, Mercolita said the move went very smoothly and without incident. She said she worked out the transportation with Brookdale and its staff transported Lopez to Healing Gardens because they had transportation that accommodated wheelchairs.

Prior to Lopez moving to Healing Gardens, Mercolita said she spoke with McCollum by telephone and the two discussed monthly room and board costs of \$3,500.00 (three thousand five hundred) and that McCollum agreed to paying that amount. Mercolita said

that McCollum asked Mercolita to fax the Residency Agreement to McCollum's office so Mercolita faxed the Residency Agreement, McCollum signed it and faxed it back to Healing Gardens.

Mercolita said McCollum had previously told her that Lopez was ALTCS pending. Mercolita said she takes ALTCS approved residents and not those who are ALTCS pending, but she made an exception for Lopez because she took care of him for years while she worked at Brookdale before she opened Healing Gardens. Mercolita said she told McCollum that while Lopez was ALTCS pending he would remain as a private pay resident at \$3,500.00 (three thousand five hundred) per month and Mercolita would revise the Residency Agreement once Lopez was ALTCS approved and the government covered a portion of the room and board costs. She said if Lopez did not get approved for ALTCS, he would remain private pay at the \$3,500.00 ((three thousand five hundred) monthly rate.

Division staff reviewed the Residency Agreement provided by Healing Gardens. The top portion of the document shows it was faxed from McCollum's office on March 12, 2018, and it was executed by McCollum and Mercolita on the same date, per the date of the signatures. The bottom of each page is initialed by "JM" as the Facility Representative and by "SM" as the Resident/Resident's Representative. The first page of the Residency Agreement reflected the basic monthly fee of \$3,500.00 (three thousand five hundred) for a semi private room.

Page three (3) of the document showed a security deposit of \$1,750.00 (one thousand seven hundred and fifty) but that amount was crossed out and supplanted with a handwritten \$350.00 (three hundred and fifty) deposit, initialed by "SM."

**Security / Early Termination Deposit**  
A security / early termination deposit of \$ ~~1,750.00~~ is required of the resident, at signing, to protect the facility against termination of the Residency Agreement without notice and unusual damage the resident may have caused to the facility and grounds. \$350.00 SM  
deposit

The initials "JM" and "SM" appear to be written consistently across all pages of the Residency Agreement.

The Division notes that the copy of Residency Agreement McCollum provided to the Division did not include her office fax number at the top of the document. Page three (3) of the document contained the full \$1,750 (one thousand and fifty) for the security and early termination deposit and did not reflect the initialed amendments to \$350.00 (three hundred fifty), as those appeared in the Residency Agreement provided by Healing Gardens, shown above.

Mercolita said despite discussion about the room and board costs with McCollum and the signed Residency Agreement, she only paid Healing Gardens \$2,500.00 (two thousand five hundred) each month for several months. Mercolita said she tried calling McCollum several times per month to find out why she was only paying \$2,500.00 (two thousand five hundred) but grew frustrated because McCollum would not return calls. Mercolita said she asked her husband [James] to deal with the fiduciary. Mercolita and her husband made

numerous calls to McCollum, left messages with the office secretary and voice messages directly at McCollum's telephone, but she did not return their calls. Mercolita said apparently during one call McCollum told Mercolita's husband that Lopez did not have any money.

In an email to Mercolita on April 12, 2019, Division staff asked [*italics added*]:

*Just to clarify a point, regarding any discussion with fiduciary, Stephanie McCollum, did your facility, Healing Gardens, ever agree to a reduced rent/room and board arrangement for Mr. Lopez (based on his ability to pay) until he was to be approved for Arizona Long Term Care benefits?*

In response, Mercolita stated, pertinently, "Per our agreement victor lopez [sic] monthly will be \$3500/month [sic]. Signed by FIDUACIARY [sic]. He is not altcs [sic] approved yet when he came to us."

In a subsequent email, Division staff asked specifically whether Mercolita/Healing Gardens agreed to McCollum paying \$2,500.00 (two thousand five hundred) per monthly or whatever Lopez could afford.

Mercolita replied, pertinently, "We agreed she [McCollum] will pay \$3500.00 [sic] per month while Mr. Lopez was pending ALTCS and not \$2,500.00." Regarding the security deposit, Mercolita said, "We also discussed the deposit which is the amount of \$1,750.00 (one thousand seven hundred and fifty) but that never happened [sic] instead she give me [sic] a hundreds [sic] dollars to Hold [sic] the room."

James Mercolita told Division staff he made five (5) or six (6) calls to McCollum to get her to pay the outstanding balances on the monthly rent. He said he called and spoke with McCollum's secretary because McCollum was always unavailable. He said McCollum did not return any of his calls.

McCollum told Division staff that Healing Gardens contacted her and offered to take Lopez knowing he was ALTCS pending. She said that on February 19, 2018, several weeks before Lopez was to move out of Brookdale, her office sent Healing Gardens a rent deposit check.

Regarding Velasquez's allegation and concern that Lopez could have been at risk of eviction from Healing Gardens, McCollum said the facility knew Lopez was ALTCS pending and allowed McCollum to pay what Lopez could afford until he was approved for long term care benefits.

#### Lack of Cooperation/Failure to Communicate

Velasquez said she understood from her sister, Mitzi, that Healing Gardens was holding a room for Lopez, but McCollum was not communicating with the facility, not returning calls, and had not yet paid a deposit. Velasquez later learned McCollum paid a deposit of \$300.00 (three hundred) to Healing Gardens but Velasquez thought McCollum may have

been required to pay \$2,500.00 (two thousand five hundred) and had not paid the balance so there was concern as to whether Lopez could remain at Healing Gardens.

Mitzi told Division staff that Healing Gardens told her the facility took Lopez without payment, but the owner [Mercolita] was having trouble getting payment from McCollum. Mitzi said Healing Gardens had been faxing and calling McCollum about paying rent, but the fiduciary was not responding. Mitzi said she called McCollum who said she was doing the best she could and that "ALTCS takes a while."

Daniel stated to Division staff that Mercolita was "having some challenges" with McCollum regarding the monthly room and board payments so he told her that, in his experience with McCollum over the last six (6) years, "you just have to keep after her because if she says I'll take care of it, she may not take care of it."

Daniel said McCollum was not very cooperative and did not share much information with the family. He said she was reluctant to release information and, at one point, told him that if he wanted monthly statements, she would have to charge a monthly fee for doing so. Daniel said, "I just wanted to stay up on my dad's accounts so the only time we would actually get any records of what was going on with my dad's accounts was when she submitted her annual reports to the courthouse and, by law, she had to send us all a copy."

Daniel said he reviewed the accounting and saw "all these fees were being charged." He said he saw late fees charged and a bill from Walgreens that had not been paid. Daniel said when his father was moved from Brookdale to Healing Gardens, the owner of the facility went to Walgreens to fill a prescription for his dad. He said that Walgreens would not fill the prescription because McCollum had not paid over \$500.00 (five hundred) in outstanding bills. Daniel said the owner of Healing Gardens convinced Walgreens to fill the prescription because Lopez needed the medication.

Mercolita told Division staff that Lopez was enrolled with Saliba's ("Saliba's") Extended Care Pharmacy while he was at Brookdale. When Lopez moved into Healing Gardens she called Saliba's Pharmacy to have him changed over to being enroll via Healing Gardens rather than Brookdale. She said Saliba's told her Lopez was already with Saliba's and there was a past due on his account, but the pharmacy would not tell her how much was due. Mercolita said Lopez came to Healing Gardens with approximately two (2) months of prescription medication so he was fine. She said Entrust Hospice started providing hospice services to Lopez in April, so his medications were covered. Mercolita denied having any problems obtaining medication for Lopez and said he never went without his prescribed medicine.

Fiduciary billing records demonstrate that McCollum regularly used and made monthly payments of various amounts to the following:

- |                                   |                                       |
|-----------------------------------|---------------------------------------|
| ▪ Arizona Senior Care Pharmacy    | July 31, 2014 through July 12, 2016;  |
| ▪ Pharmcare USA of Phoenix        | August 8, 2016 through April 11, 2017 |
| ▪ Saliba's Extended Care Pharmacy | May 8, 2017 through May 16, 2018.     |

Regarding payment to Saliba's, from August 2017 through May 2018, records showed that McCollum paid invoices monthly until December 15, 2017 at which time she made a payment of \$34.24. It was not until May 16, 2018, when McCollum's office paid Saliba's \$453.08.

In addition, records show McCollum's office billed the estate for time to review monthly invoices from Saliba's from August 2017 until December 2017. It was not until May 16, 2018, when McCollum's office again billed to review an invoice from Saliba's.

Regarding Healing Gardens, Mercolita said after McCollum failed to pay the full \$3,500.00 (three thousand five hundred), Mercolita made numerous calls to the fiduciary to find out why she did not pay the full rent. Mercolita said she left voice messages at McCollum's number and with her office secretary, but McCollum did not return the calls. Mercolita said McCollum's voice mail was also full, so they could not leave a message.

Mercolita said she called McCollum to update her on Lopez's declining health, changes in medication, and Mercolita called and faxed requests for personal items that Lopez needed including briefs, diapers and wipes, but McCollum was unresponsive despite initially telling Mercolita to call or fax McCollum should the facility need anything. Mercolita was unable to inquire about the status of the ALCTS benefits application for Lopez.

Mercolita did not provide the Division a copy of faxes she sent to McCollum.

While Lopez was receiving hospice care beginning in April 2018, about one (1) month prior to his passing on May 18, 2018, Mercolita said the hospice team brought the personal items Lopez needed i.e. wipes, briefs etc. so Mercolita stopped calling McCollum about them. Mercolita said she asked the hospice team to try to reach McCollum because she was "ignoring" Mercolita's calls likely because McCollum owed money to Healing Gardens. Mercolita said the hospice team was also unable to reach McCollum.

Mercolita said McCollum's lack of returning calls and poor communication "was really bad" adding that fiduciaries "should be on top of that...it is very important."

When Lopez passed away, Mercolita said she called McCollum, but her voice mail was full. Mercolita emailed McCollum the following day to inform her.

Email records demonstrate that on May 19, 2018, Mercolita informed McCollum of Lopez's passing. Mercolita also wrote, "We tried to reach out your phone [sic] last night but your voicemail was full."

Two (2) days later, on May 21, 2018, McCollum replied, in part, by thanking Mercolita and requesting that she send "any amounts that your facility may be owed. I am not sure who is going to be handling the estate, but I can place that on the list of creditors."

On August 10, 2018, Mercolita sent an email to McCollum regarding Lopez's past due account and an invoice (#017002039) for March through May 2018. The outstanding balance was \$2,700.00 (two thousand seven hundred).

James Mercolita told Division staff that he made five (5) or six (6) telephone calls to McCollum's office to try to get her to pay the outstanding balance on the monthly rent but despite speaking directly with her office secretary and leaving messages asking McCollum to call him back, she did not call back.

McCollum denied having any problems communicating with Healing Gardens and said, "No, she [Mercolita] was very nice. She called me whenever she needed something. I was able to get her right away. I only spoke to one person which was a lady." Asked if Healing Gardens would agree with her statement that the facility could reach her when needed, McCollum said she could not answer for them and said, "I never had any issue with them and would have accepted calls from them any time."

Division staff contacted Entrust Hospice Director, Init. She said she was not involved with Entrust Hospice in 2018 when hospice services were provided to Lopez. Regarding hospice staff's communications with McCollum, Init said she would provide records which would show the Social Worker's communications and contact with the fiduciary. Init said the Social Worker is no longer working at Entrust Hospice.

Entrust Hospice records demonstrate that various disciplines were involved in providing hospice care to Lopez including nursing, social work, and spiritual services. Pertinent to communication with McCollum, on April 2, 2018, the Social Worker documented, in part, that she called McCollum, introduced herself, and obtained the mortuary's information from the fiduciary. It was a short call because McCollum was in a meeting.

On May 1, 2018, the Social Worker documented, in part, "This worker has not received a callback [sic] from the public fiduciary [McCollum] re [sic] calls made in regard to pt [sic] and his needs." The Social Worker also documented, "Group home owner states she is unable to get in touch with pt's [sic] public fiduciary [McCollum]. This worker states that my calls have not been returned either."

On May 14, 2018, the attending Nurse progress notes detailed, in part, that "caregiver states fiduciary never calls her back and she has not received any payment."

McCollum's final conservator's account, filed with the Court on August 20, 2018, reflected billing for a telephone conference with Entrust Hospice on April 30, 2018.

There were two (2) billing entries on April 9, 2018, by McCollum's staff, Mersadies Rivera, involving telephone calls to Healing Gardens. One billing entry noted,

"Tele corsp [sic] with the facility re [sic] balance due"

The other billing entry,

“Tele corsp [sic] with son re [sic] phone call from facility.”

#### Depletion of Account

Velasquez said she was not concerned that McCollum was inappropriately spending money, but said McCollum had a budget and should have known that Lopez was running out of money. Velasquez said McCollum should have taken some action to move Lopez earlier than she did.

Velasquez said McCollum did not apply for VA benefits for Lopez until later and did not apply for ALTCS benefits until 2018.

#### Failure to Give Notice to Parties

Regarding the allegation McCollum failed to send correspondence involving court dates or annual reports filed with the Court, McCollum’s initial written response to the complaint stated that all communication with interested parties was handled by her attorney, Scaringelli, and she directed the Division to contact him for additional information.

Division staff informed McCollum that it was her responsibility to respond to the allegation of the complaint.

At the Division’s request for additional records and for McCollum to provide a response to the allegation regarding failure to provide notice, McCollum stated that annual accountings were sent to Lopez through his Court-appointed counsel and to one adult child “as said child had appeared and that notice is also appropriate pursuant to A.R.S. § 14 - 5419(C)(3) [Accountings].

Regarding annual guardian reports, McCollum said those were also sent to Lopez through his attorney and to one adult child who appeared in the matter. McCollum cited A.R.S. §14 - 5315 [Guardian Report] and provided the language contained therein.

McCollum wrote that Velasquez was not “registered” as an interested person and had never requested notice. McCollum provided a copy of Proof of Notice for Daniel Lopez, involving a petition for approval of accounting, filed with the Court on August 8, 2018, in PB2013-070307.

Division staff interviewed Velasquez. Regarding notices of Court proceedings and annual reports while Mitzi was guardian for their father, Velasquez said as far as she knew Mitzi was required by the Court to give all the siblings notices. Velasquez said she could not specifically recall, but said she received notices of annual reports identifying that a certain date and time had been set at the Gila County Courthouse and that “if you want to attend, you can attend or if there’s nothing that you object to then you don’t have to attend, and we used to get those.” Velasquez said for about three (3) to four (4) years she would receive the annual guardian’s reports and conservator’s reports.



After McCollum was appointed successor guardian and conservator for Lopez, Velasquez said they no longer received those notices they previously got from Mitzi. Velasquez said she could not remember whether she received the annual report of guardian. While on the telephone with Division staff, Velasquez found a Court Accountant Report and Recommendation ("CARR") from 2016 which she believed may have been issued by the Court. Her recollection was that she got some information when McCollum was initially appointed as fiduciary "but that was it, I don't remember if anything else came from the Court, not from her." Velasquez also said she had a copy of a notice of a non-appearance hearing sent to her by the Court for July 1, 2016, concerning the conservator's first annual account.

Velasquez then remembered the documentation she received was given to her by Mitzi because she was the one in the family who was most concerned and "stayed on top of it more than the rest of us." Velasquez said Mitzi often contacted McCollum to get reports and then Mitzi made copies of those reports and sent them to Velasquez. She said that although Mitzi forwarded copies of the annual conservator accounts after contacting McCollum, including a copy of an approved account, dated February 24, 2017, Velasquez did not receive any notices of hearings.

Division staff interviewed Mitzi. Regarding notice to interested persons when she served as guardian, Mitzi said her lawyer, "advised me that I had to send annual reports to the Court so I had to do an annual report and on that annual report I had to send it to my siblings, the interested parties in the guardianship so every year that I did the report, I made copies and sent it to my siblings...and a Court date that they could show up to Court if they had any questions on the report...they were notified by the Court because we had to give them addresses...self-addressed envelopes." Mitzi said she did that each year from 2009 to 2012 and that her siblings wanted to be notified.

Asked if McCollum provided notice and annual reports while she was appointed guardian and conservator, Mitzi said, "No, she was not, she was not doing the reports at all. I had to contact her, and I had to request the reports." Mitzi said she asked for monthly financial reports showing how the money was spent and said McCollum's office was agreeable to sending those, but "they were always behind, I had to stay on top of them to get them. I had to request them." Mitzi said she emailed McCollum's staff because the office was three (3) or four (4) months late. Mitzi added, "I would have to stay on top of it...all the information I got was because I had to contact them to get it." Mitzi said she provided Velasquez copies of the reports Mitzi obtained from McCollum, but the fiduciary's office did not send the annual reports that had to be filed with the Court.

Asked if any family member went to the Court to raise the issue of not receiving notices of hearing or annual reports from the fiduciary, Mitzi said she did not go to the Court because she wanted to maintain a professional relationship with McCollum and her office so that Mitzi would continue to receive those reports when she requested them. She said, "I knew what was required," but said she was reluctant to "take it one more step" and go to the Courts also because Court was in Surprise, AZ "and that's pretty far for us" from Globe/Miami, AZ.

Division staff interviewed Daniel. As to whether he received notice of hearings, annual reports of guardian and annual conservator accountings, he said he received notice of hearings and reports every year. He said McCollum's lawyer sent a "hefty" packet of reports and those packets indicated that the five (5) siblings received the same packet but when Daniel spoke with his youngest sister, Debbie French<sup>2</sup> ("French"), she told him that she did not receive all the packets every year. He said after receiving and reviewing the reports he would call his sister to discuss what he found but she told him she had not received anything. Daniel said that he did not receive notices and accountings when his sister, Mitzi, was guardian.

Division staff conducted a telephonic interview with McCollum and counsel, Scaringelli. Given McCollum's statement, included in her October 18, 2018, response to the complaint, that Velasquez "was not registered as an interested person and had never requested service," McCollum was asked what she meant by "not registered." She said her understanding was that unless a family member or a person "pays money and asks for copies of things, they don't get it otherwise."

Scaringelli stated, "all five [5] children were noticed of the initial petition, all five [5] children were noticed of the Objection, pursuant to the court rules if they didn't bother to appear or pay an appearance fee or say they wanted notice after that set of hearings they no longer needed to be provided notice. That's a legal decision. That's something that I made based on the court rules, Ms. McCollum did not." McCollum agreed with her attorney's statements.

Scaringelli reiterated that the Lopez children were provided notice pursuant to statute and that if they did not respond and say they wanted to be "part of the action, then they no longer get notice after that point. They've had every opportunity to step up and say they want notice. If they don't, we don't have to continue to send them documents on a regular basis, if they have not shown any interest in being involved in the case." Scaringelli said Mitzi got noticed because she was a party and was a prior conservator and Daniel got noticed because he filed a petition, appeared to counsel and he always got notice of the proceedings. McCollum agreed with her attorney's statements.

McCollum was asked if she knew who the interested parties were in the proceedings prior to her appointment as successor guardian and conservator to which she said, "No, I do not."

Scaringelli stated that if there was a petition filed in Maricopa County that appointed a guardian and conservator and six (6) children were noticed and only one "bothered to show up" and two (2) years later a successor was appointed, notice would be sent to the people required to by statute which includes those people who asked for notice and that it does not have to be "resent to everybody who's never appeared before."

McCollum said had she known Velasquez wanted notice, McCollum would have asked her attorney to put Velasquez "on a list to notice." McCollum said she would have made the decision to send notice to everyone but left that decision to her attorney.

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<sup>2</sup> Debra French was unavailable for a telephonic interview.

Scaringelli said notices were sent to Daniel's attorney while Daniel was represented, Court-appointed counsel, and the Guardian Ad Litem until they withdrew after which notice just went to Daniel because none of the other siblings made any appearances, asked for notice, or filed a demand for notice in the Maricopa County case and "they were all noticed at the outset." McCollum agreed with her attorney's statements.

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## **ANALYSIS OF ALLEGATIONS:**

### ***Allegation 1: Stephanie McCollum failed to pay the ward's rent causing the facility to evict him.***

Velasquez alleged that McCollum failed to pay Lopez' rent at Brookdale causing the facility to evict him. Velasquez also alleged that McCollum was not cooperating with Healing Gardens and Lopez could have been evicted from that facility for non- payment of rent.

As previously stated in this Investigation Summary, Lopez was placed into Brookdale in July 2013 by his daughter, Mitzi, who was serving as Court appointed guardian. She told Division staff that Brookdale told her Lopez could accumulate "points" while he lived at Brookdale and when he required a higher level of care, Lopez could go to one of Brookdale's long-term facilities.

Brookdale records show billing for room and board beginning on July 17, 2013. Lopez remained at Brookdale until on or about March 3, 2018, when he was moved to Healing Gardens. He passed away on May 18, 2018.

On or about January 9, 2018, McCollum's office paid Brookdale \$5,083.90 (five thousand and eighty-three and ninety cents) which represented the full rent for January.

On January 18, 2018, McCollum's office paid Brookdale \$4,400.00 (four thousand four hundred) for February's rent, leaving an unpaid balance of \$683.00 (six hundred and eighty-three).

Two (2) days prior, on January 16, 2018, McCollum notified Brookdale, via email to Delci, that ALTCS was nearing and that Brookdale should consider the email as notice. Brookdale had previously informed McCollum the facility required a 30-day notice when Lopez was low on money and unable to afford Brookdale.

Email records demonstrate that Brookdale was in somewhat of a difficult position. McCollum had given the facility 30-days (thirty) notice, per her January 16, 2018, email, and on February 13, 2018, Delci emailed Brookdale's Divisional AR Supervisor(s) stating, in part, that McCollum "has given a thirty [30] day notice...technically per the thirty [30] day notice, the financial end date would be February 14, 2018, however, the RP [McCollum] is now refusing to move the resident and did not pay February in full."

As previously referenced in this Investigation Summary, on February 14, 2018, Brookdale's Executive Director, Zamora, emailed Brookdale's legal department seeking assistance because McCollum had not paid February's full rent, was refusing to move Lopez, and had not yet provided Brookdale with a move out date.

In her email, Zamora further noted that when McCollum was "contacted again to find out when and where Victor [Lopez] would be moving she became exceedingly rude and unprofessional calling me names and hanging up on me. She has still not provided us with any information about his move out even though Wednesday, February 14, is the last day of the notice." Zamora also indicated that Lopez's son contacted Brookdale stating they had no intentions of moving Lopez out until he was approved for ALTCS and that Lopez could not be evicted "per the fiduciary's lawyer." Zamora said they learned from another family member that Lopez may not qualify for ALTCS for approximately two (2) years because he has "more than sufficient funds."

To resolve the matter, Brookdale served McCollum with a Discharge Notice for failure to pay the full room and board costs and issued a deadline of March 5, 2018 by which Lopez was to vacate the premises if the outstanding room and board fees and charges were not paid in full.

Delci told Division staff Brookdale's Discharge Notice was considered an eviction notice because the fiduciary failed to pay the full rent due. Delci said Brookdale normally requires 30-days (thirty) notice to vacate but because Lopez was being discharged for non-payment of rent he could "just leave."

McCollum denied that Lopez was evicted and said Brookdale "did not serve or threaten to evict" Lopez. She said a notice was sent to her office regarding Lopez's move out date based on her prior notice to vacate.

Brookdale did not evict Lopez and he remained at the facility until he was moved into Healing Gardens.

As to Healing Gardens, Mercolita told Division staff she typically takes ALTCS approved residents and not residents who are ALTCS pending. She said she made an exception for Lopez because she had been caring for him for approximately six (6) years when Mercolita worked at Brookdale, prior to her opening her own assisted living facility.

Mercolita said McCollum agreed to pay Healing Gardens \$3,500.00 (three thousand five hundred) every month but she only paid \$2,500.00 (two thousand five hundred) despite the stipulated Residency Agreement. Mercolita said when McCollum failed to pay the full month's rent, Mercolita and her husband called McCollum and her office trying to secure the balance but said McCollum never returned calls.

James Mercolita told Division staff he called McCollum's office five (5) or six (6) times and left messages on McCollum's voice message and with her staff to secure the balance of the rent but McCollum failed to return calls.

Mercolita said it is the policy of Healing Gardens that if a resident does not pay the full rent, then “absolutely” the resident can be evicted. She said the language is also in the Residency Agreement “but we just don’t kick people out.”

McCollum told Division staff Mercolita knew Lopez was ALTCS pending and agreed to a reduced rent. She said Mercolita allowed Lopez to pay whatever he could afford until he was approved for long term care benefits.

As previously stated in this Investigation Summary, the Division reviewed the Residency Agreement executed on March 12, 2018, by McCollum and Mercolita. The bottom of each page is initialed by “JM” as the Facility Representative, and “SM” as the Resident/Resident’s Representative. The Residency Agreement was faxed from McCollum’s office on March 12, 2018, consistent with McCollum’s billing records of the same date. The document identifies the Basic Monthly Fee as \$3,500.00 (three thousand five hundred) for a semi-private room and monthly charges to begin on March 1, 2018. The Residency Agreement states that the resident’s representative [McCollum] will pay the monthly fee on or before the due date, which falls on the 1<sup>st</sup> day of each month. There were no amendments to the \$3,500.00 (three thousand five hundred) fee.

The portion of the Residency Agreement that deals with termination states:

- b. The management will terminate the Residency Agreement after providing 14-days written notice to the resident and or the resident’s representative for any of the following reasons:
  - i. Documented failure to pay fees or charges

McCollum’s billing records demonstrate that on February 20, 2018, check number 461, in the amount of \$300.00 (three hundred) was for “Deposit to hold room.” Check number 461 was dated February 19, 2018.


McCollum paid Healing Gardens \$2,500.00 (two thousand five hundred), via each of the following checks:

- |                  |               |
|------------------|---------------|
| ▪ March 12, 2018 | Check No. 437 |
| ▪ April 3, 2018  | Check No. 438 |
| ▪ May 3, 2018    | Check No. 441 |

The following is a copy of the invoice Healing Gardens sent to McCollum on August 10, 2018.

**STATEMENT ENCLOSED**

**RESIDENT NAME : VICTOR LOPEZ  
BILL TO : STEPHANIE MCCOLLUM  
LEGAL GUARDIAN**

  
**Healing Gardens Assisted  
Living Care Home  
12031 N 29th St Phoenix AZ 85028  
180-347-5893**

**INVOICE # 017002039**

**STATEMENT**

Description: Assisted Living Care Fee	Original Amount:	Total Paid	New Balance :
<b>March 2018</b>	\$3,500.00	\$ 2,500.00	\$ 1,000.00
<b>April 2018</b>	\$3,500.00	\$2,500.00	\$1,000.00
<b>May 2018</b>	\$ 3,500.00	\$ 2,500.00	\$1,000.00
<b>Total :</b>	\$10,500.00	\$ 7,500.00	\$ 3,000.00
<b>Deposit March 2018</b>			\$ (300.00)
<b>Grand Total :</b>			<b>\$ 2,700.00</b>

The issue to be resolved in Allegation 1 is whether McCollum's failure to pay the full room and board for February 2018, caused Brookdale to evict Lopez and if non-payment of the full room and board costs to Healing Gardens caused the facility to evict and/or placed Lopez at risk of eviction.

Facts demonstrate that Brookdale issued a Discharge Notice demanding payment of the outstanding balance and if payment was not made in full, Lopez had until March 5, 2018, to vacate the premises. The language of the Discharge Notice stated that if McCollum paid the outstanding balance, in full, the Discharge Notice could be disregarded.

For all intents and purposes, the Discharge Notice functioned as a notice to vacate but Brookdale did not actually serve Lopez/McCollum with formal eviction. Although McCollum did not pay the outstanding balance of February's rent to Brookdale, Lopez was moved into Healing Gardens before Brookdale's March 5, 2018, deadline to vacate the premises.

Likewise, notwithstanding the stipulated Residency Agreement with Healing Gardens, McCollum did not pay the full monthly room and board rent. This caused Mercolita and

her husband to repeatedly but unsuccessfully reach out to McCollum to secure the outstanding balance.

Mercolita stated to Division staff it is Healing Garden's policy that if a resident does not pay the full rent, then "absolutely" the resident can be evicted "but we just don't kick people out." Language regarding failure to pay room and board costs and termination of the residency is included in Healing Garden's Residency Agreement, executed by McCollum. Although McCollum did not pay the full room and board fees and costs, Lopez remained at Healing Gardens until his passing on May 18, 2018.

McCollum began spending down the Lopez estate; and via counsel, Taylor, applied for ALTCS benefits for Lopez on or about January 18, 2018. Lack of estate liquidity and limited funds created financial hardships. Failing to pay the full costs to the referenced assisted living facilities put Lopez at risk of eviction, evidenced by Brookdale's Discharge Notice, and the policy and language contained in Healing Garden's Residency Agreement. Therefore, Velasquez's concerns that her father was or could be evicted are justifiable. However, neither facility evicted Lopez or started a formal eviction process.

Allegation 1 is not substantiated.

***Allegation 2: Stephanie McCollum was depleting the ward's account and should have planned to move him sooner and not put him at risk of being homeless.***

Velasquez told Division staff she was not concerned that McCollum was inappropriately using estate funds. Rather, Velasquez said McCollum, as conservator for Lopez, was operating with a budget and should have known Lopez was running out of money and should have taken some earlier action to move Lopez.

Velasquez's allegation calls into question McCollum's planning for Lopez.

Brookdale was initially selected by Mitzi when she served as guardian for her father and she placed him into the facility in July 2013. Mitzi told Division staff that her father could remain at Brookdale until he required a higher level of care and said she was told that while living at Brookdale, he could accumulate "points" towards a higher level of care.

Daniel told Division staff Brookdale had assured his family and McCollum that when the time arrived, Lopez would be moved into one of Brookdale's sister facility that was ALTCS contracted.

The Division has found no evidence that Lopez family members were opposed to Lopez residing at Brookdale despite the cost of care.

McCollum told Division staff that during a visit to Brookdale in 2014, and in subsequent visits to the facility, she asked facility staff if Brookdale was ALTCS contracted and apparently was told it was so when Lopez was ready for ALTCS he would be placed.

McCollum said she learned around the middle of January 2018 that Brookdale was not ALTCS contracted but that Brookdale's sister facilities were ALTCS contracted.

However, McCollum's email to Delci, dated January 16, 2018, reads pertinently, "Where will you be relocating Victor [Lopez]? I was told many times by your staff that one of your sister facilities is ALTCS contracted and that Victor [Lopez] would be moved there." McCollum's email demonstrates she knew Brookdale (Tempe) was not ALTCS contracted but understood that one of the sister facilities was ALTCS contracted.

McCollum's statements in her response to the complaint that Brookdale staff would not assist with locating an available placement and that she was required to "do all the leg work," is inconsistent with Zamora's February 14, 2018, email to Brookdale's legal department, wherein she wrote, in part:

"...fiduciary had requested and we provided a list of sister communities that take ALTECS [sic]. Unfortunately [sic] none would accept him because of his level of care. When contacted again to find out when and where Victor [Lopez] would be moving she [McCollum] became exceedingly rude and unprofessional calling me names and hanging up on me."

In addition, McCollum's billing records show that on January 17, 2018, McCollum billed to review an email from Brookdale (Tempe) regarding a workplan on facility location for ALTCS planning, and a call to Brookdale North Mesa to "review request info [sic] and assessment for ward [sic]." On January 22, 2018, Brookdale North Mesa called McCollum indicating that Lopez's level of care was too high, and the facility suggested sister facility, Brookdale Baywood. On the same date, McCollum contacted Brookdale Baywood to "request possible of ward move to ALTCS facility and info [sic] needed for their assessment."

Zamora's February 14, 2018, email, referenced above, and McCollum's billing records showing she called Brookdale's sister facilities, indicate that Brookdale did assist McCollum, contrary to her comments that Brookdale (Tempe) did not help her. Further, Mercolita told Division staff that Zamora contacted Healing Gardens to inquire about availability.

McCollum knew that Brookdale required 30-days (thirty) notice when Lopez could no longer afford this facility and she provided notice, via email, on January 16, 2018. Two (2) days after giving notice to Brookdale, McCollum applied for ALTCS benefits for Lopez, on or about January 18, 2018. On the same date, McCollum paid Brookdale 4,400.00 (four thousand four hundred) for February's rent but left an unpaid balance of \$683.00 (six hundred and eighty-three) for February.

The Division has found no evidence that McCollum inquired into the availability of Brookdale's ALTCS contracted sister facilities *prior* to January 16, 2018, which was the day she gave Brookdale 30-days (thirty) notice.



Even if McCollum believed Lopez could smoothly transfer into one of Brookdale's ALTCS contracted sister facilities, or any other ALTCS contracted facility, he would be doing so as a private pay resident until he was approved for ALTCS. Lack of liquidity in the estate would likely hamper McCollum's ability to pay *any* assisted living facility so affordability was a fundamental issue that would persist until Lopez was eventually ALTCS approved.

Records demonstrate that on March 2, 2018, Lopez was denied ALTCS because he exceeded the income threshold due to income he was receiving from Mitzi, per a prior promissory note involving a real estate transaction.

On March 2, 2018, Taylor's office emailed an ALTCS representative asking, in part, "Is there any way that you could please give us at least five (5) days before denying this application?" The ALTCS representative replied on March 2, 2018, stating, in part, "I spoke to my supervisor about providing you a 5 [five] day extension, unfortunately, we are going to have to deny the application today because it is due" and, "When you decide to reapply the documentation you provide will have to go back to our policy department pushing the case out longer."

Eventually, the ALTCS matter was resolved, and Lopez was approved for benefits on or about April 24, 2018, with coverage beginning on May 1, 2018, just seventeen (17) days before he passed.

In her complaint, Velasquez questions why McCollum did not move Lopez into more affordable housing earlier than she did. Brookdale's costs were known to Mitzi and Lopez family members. Relocating Lopez into a less expensive living environment may have kept the conservatorship solvent for a while longer but would not likely have avoided the eventual application for long term benefits because of diminishing assets and financial resources.

In this instance, McCollum's conduct does not necessarily rise to the level of a violation.

Allegation 2 is not substantiated.

***Allegation 3: Stephanie McCollum failed to give notice to interested parties regarding court dates and did not provide annual reports.***

Division staff interviewed Velasquez regarding notices of Court proceedings and annual reports while Mitzi was guardian for their father. Velasquez said, as far as she knew, Mitzi was required by the Court to give all the siblings notices. Velasquez could not specifically recall but said she received notices of annual reports identifying that a certain date and time had been set at the Gila County Courthouse and that "if you want to attend, you can attend or if there's nothing that you object to then you don't have to attend, and we used to get those." Velasquez said for about three (3) to four (4) years she would receive the annual guardian's reports and the conservator's reports.

When McCollum was appointed successor guardian and conservator for Lopez, Velasquez said she no longer received those notices she previously got from Mitzi. Velasquez said Mitzi often contacted McCollum to get reports and then Mitzi made copies of those reports and sent them to Velasquez.

Mitzi told Division staff that regarding notice to interested persons when she served as guardian, her lawyer "advised me that I had to send annual reports to the Court so I had to do an annual report and on that annual report I had to send it to my siblings, the interested parties in the guardianship so every year that I did the report, I made copies and sent it to my siblings...and a Court date that they could show up to Court if they had any questions on the report...they were notified by the Court because we had to give them addresses...self-addressed envelopes." Mitzi said she did that each year from 2009 to 2012 and that her siblings wanted to be notified.

Asked if McCollum provided notice and annual reports when she was guardian and conservator, Mitzi said, "No, she was not, she was not doing the reports at all. I had to contact her, and I had to request the reports." Mitzi said she asked for monthly financial reports showing how the money was spent and said McCollum's office was agreeable to sending those, but "they were always behind, I had to stay on top of them to get them. I had to request them." Mitzi said she emailed McCollum's staff because the office was three (3) or four (4) months late. Mitzi added, "I would have to stay on top of it...all the information I got was because I had to contact them to get it." Mitzi said she provided Velasquez copies of the reports Mitzi obtained from McCollum. Mitzi said McCollum's office never sent the annual reports that the fiduciary had to file with the Court.

Division staff interviewed Daniel as to whether he received notice of hearings, annual reports of guardian and annual conservator accountings. He said he received notice of hearings and reports every year and said McCollum's lawyer sent "hefty" packet of reports and those packets indicated that the five (5) siblings received the same packet. When Daniel spoke with his sister, French, she told him she did not receive all the packets every year "although I was." Daniel said he did not receive notices and accountings when his sister, Mitzi, was guardian.

Although in her response to the complaint regarding the allegation that she did not send correspondence involving Court dates or annual reports filed with the Court, McCollum said all communication with interested parties was handled by her attorney, Scaringelli, and she directed the Division to contact him for additional information.

McCollum subsequently provided a response to the allegation, stating that annual accountings were sent to Lopez through his Court-appointed counsel and to one adult child "as said child had appeared and that notice is also appropriate pursuant to A.R.S. § 14 - 5419(C)(3) [Accountings].

McCollum said annual guardian reports were also sent to Lopez through his attorney and to one adult child who appeared in the matter. McCollum cited A.R.S. §14 – 5315 [Guardian Report] and provided the language contained therein.

McCollum wrote that Velasquez was not “registered” as an interested person and had never requested notice. McCollum provided a copy of Proof of Notice for Daniel Lopez, involving a petition for approval of accounting, filed with the Court on August 8, 2018, in PB2013-070307.

Division staff conducted a telephonic interview with McCollum and counsel, Scaringelli. Given McCollum’s statements that Velasquez “was not registered as an interested person and had never requested service,” McCollum was asked what she meant by “not registered.” She said her understanding was that unless a family member or a person “pays money and asks for copies of things, they don’t get it otherwise.”

Scaringelli stated, “all five children were noticed of the initial petition, all five children were noticed of the Objection, pursuant to the court rules if they didn’t bother to appear or pay an appearance fee or say they wanted notice after that set of hearings they no longer needed to be provided notice. That’s a legal decision. That’s something that I made based on the court rules, Ms. McCollum did not.” McCollum agreed with her attorney’s statements.

Scaringelli reiterated that the Lopez children were provided notice pursuant to statute and that if they did not respond and say they wanted to be “part of the action, then they no longer get notice after that point. They’ve had every opportunity to step up and say they want notice. If they don’t, we don’t have to continue to send them documents on a regular basis, if they have not shown any interest in being involved in the case.” Scaringelli said Mitzi got noticed because she was a party and was a prior conservator and Daniel got noticed because he filed a petition, appeared to counsel and he always got notice of the proceedings. McCollum agreed with her attorney’s statements.

Scaringelli further stated that if there was a petition filed in Maricopa County that appointed a guardian and conservator and six (6) children were noticed and only one “bothered to show up” and two years later a successor was appointed, notice would be sent to the people required to by statute which includes those people who asked for notice and that it does not have to be “resent to everybody who’s never appeared before.” He said notices were sent to Daniel’s attorney while Daniel was represented, Court-appointed counsel, and Guardian Ad Litem until they withdrew after which notice just went to Daniel because none of the other siblings made any appearances, asked for notice, or filed a demand for notice in the Maricopa County case and “they were all noticed at the outset.” McCollum agreed with her attorney’s statements.

The central issue to be resolved in Allegation 3 is whether McCollum breached her fiduciary duty by failing to appropriately serve notice of hearing and/or provide required annual conservator’s accountings and annual reports of guardian to persons entitled.

ACJA §3-302(A)(3)(e) defines interested parties to mean “any person who has appeared before the court in the conservatorship case including, but not limited to, court appointed counsel.”

While the Lopez case was in Gila County's jurisdiction, all but one of the Lopez adult children (Augustin) appeared for the initial guardianship hearing on April 7, 2009 when Mitzi was appointed guardian for her father.

A.R.S. §14-1201 defines interested person to include [italics added]:

*any trustee, heir, devisee, child, spouse, creditor, beneficiary, person holding a power of appointment and other person who has a property right in or claim against a trust estate or the estate of a decedent, ward or protected person. Interested person also includes a person who has priority for appointment as personal representative and other fiduciaries representing interested persons. Interested person, as the term relates to particular persons, may vary from time to time and must be determined according to the particular purposes of, and matter involved in, any proceeding.*

The above-referenced code and statute demonstrate the Lopez children qualified as *interested persons* in the matter.

However, before an interested person is entitled to notice after the appointment of a guardian or conservator, interested persons are required to take additional steps if they want notice of subsequent hearing. Specifically, interested persons are to pay any required fee to the Court, file a Demand for Notice with the Clerk of the Court of jurisdiction, and mail a copy of the Demand for Notice to the guardian and conservator, if one has been appointed, as set out by A.R.S §14-5406.

A.R.S. §14-5406 Protective proceedings: request for notice: interested person [italics added]:

*On payment of any required fee, any interested person who desires to be notified before any order is made in a guardianship or conservatorship proceeding, including any proceeding subsequent to the appointment of a guardian pursuant to section 14-5313, or subsequent to the appointment of a conservator pursuant to section 14-5416, may file a demand for notice with the clerk of the court in which the proceeding is pending. The person demanding notice shall mail a copy of the demand to the guardian and the conservator if one has been appointed. A demand is not effective unless it contains a statement showing the interest of the person making it and the person's address, or that of the person's attorney, and is effective only as to matters occurring after the filing. Any governmental agency paying or planning to pay benefits to the person to be protected is an interested person in protective proceedings.*

As to the Annual Report of Guardian, A.R.S §14-5315 requires the guardian to mail a copy to the ward, ward's conservator, ward's spouse or the ward's parents if the ward is not married, court appointed attorney for the ward and any other interested person who has filed a demand for notice with the court.

A.R.S. §14-5405 mandates conservators to account to the Court for the administration of the estate annually. A.R.S. §14-5405(C) sets out that notice must be given to:

1. The protected person.
2. A guardian of the protected person if one has been appointed, unless the same person is serving as both guardian and conservator.
3. If no guardian has been appointed or the same person is serving as both guardian and conservator, a spouse or, if the spouse is the conservator, there is no spouse or the spouse is incapacitated, a parent or an adult child who is not serving as a conservator.
4. A representative appointed for the protected person, if the court determines in accordance with section 14-1408 that representation of the interest of the protected person would otherwise be inadequate.

Daniel petitioned to be appointed successor guardian and conservator for his father in Maricopa County. McCollum filed an objection to the petition and counter petition to be appointed as successor guardian and conservator. The Lopez adult children were appropriately served notice of that proceeding. Except for Daniel who was petitioner and was represented by counsel, the Division has found no record that any of the Lopez children filed a Demand for Notice after McCollum's appointment as successor guardian and conservator possibly because they were unaware of the requirement to do so.

In the absence of any interested party, in the Lopez matter, filing a Demand for Notice with the Court, those interested persons were not entitled to ongoing notice and McCollum was not compelled to serve notice of hearings or provide annual conservator's accounts to Velasquez or other family members.

Allegation 3 is not substantiated.

***Allegation 4: Stephanie McCollum did not work cooperatively with individuals and organizations involved in the ward's care.***

*ACJA §§7-201(F)(1) and 7-202(F)(1) require all fiduciaries to comply with the Code of Conduct contained in §7-202(J).*

*ACJA §7-201(H)(6)(a) and(k)(6):*

6. *Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following:*
  - a) *Failed to perform any duty to discharge any obligation in the course of the certificate holder's responsibilities as required by law, court rules, this section or the applicable section of the ACJA;*

*k. Engaged in unprofessional conduct, including:*

*(6) Failed to practice competently by use of unsafe or unacceptable practices;*

*ACJA §7-202(J)(4)(m):*

*m. The fiduciary shall work cooperatively with available individuals and organizations ensure that the ward receives care, treatment and services representing the least restrictive form of intervention available and are consistent with the wishes or best interests of the ward.*

*ACJA §7-202(J)(3)(e):*

*e. The fiduciary shall recognize their decisions are open to the scrutiny of other interested parties and, consequently, to criticism and challenge. Subject to orders of the court, the fiduciary alone is ultimately responsible for decisions made on behalf of the ward, protected person, or estate. The fiduciary shall maintain accurate and complete records to support the decisions made in the administration of a case, in compliance with court rules and the applicable sections of the Arizona Code of Judicial Administration.*

*National Guardianship Association Standards of Practice:*

*Standard 5 – The Guardian’s Relationship with Other Professionals and Providers of Service to the Person:*

*I. The guardian shall treat all professionals and service providers with courtesy and respect and shall strive to enhance cooperation on behalf of the person.*

As previously detailed in this Investigation Summary, Zamora’s February 14, 2018, email to Brookdale’s legal department documents that McCollum provided the required 30-day (thirty) notice on January 16, 2018, but by February 14, 2018, she had still not given the facility a move out date and was apparently refusing to move Lopez. Zamora wrote that when Brookdale contacted McCollum again to find out when and where Lopez would be moving, McCollum “became exceedingly rude and unprofessional calling me names and hanging up on me. She still has not provided us with any information about this move out even though Wednesday, February 14, is the last day of the notice.”

Brookdale was unclear when McCollum was planning to move Lopez out despite being at the end of the tenancy by on or about February 14, 2018.

Daniel told Division staff that Mercolita told him she was “having some challenges” with McCollum regarding the monthly room and board payments. He said he told her that in his experience with McCollum over the last six (6) years, “you just have to keep after her because if she says I’ll take care of it, she may not take care of it.” Daniel also told Division staff that he did not think McCollum was very cooperative and was reluctant to share information with the family other than the annual reports.

Mitzi told Division staff that Mercolita expressed concern to her that McCollum was not responding to Mercolita's calls and faxes and that McCollum had not paid the full rent to Healing Gardens.

Mercolita told Division staff she typically takes ALTCS approved residents and not residents who are ALTCS pending. She said she made an exception for Lopez because she had been caring for him for approximately six (6) years when Mercolita worked at Brookdale, prior to her opening Healing Gardens. Mercolita said McCollum agreed to pay Healing Gardens \$3,500.00 (three thousand five hundred) every month but she only paid \$2,500.00 (two thousand five hundred) despite a stipulated Residency Agreement.

Mercolita stated to Division staff that, despite the executed Residency Agreement, McCollum failed to pay the full months' rent of \$3,500.00 (three thousand five hundred) and only paid Healing Gardens \$2,500.00 (two thousand five hundred) for March, April and May of 2018, respectively.

McCollum told Division staff that Mercolita knew Lopez was ALTCS pending and agreed to a reduced rent and that Mercolita allowed Lopez to pay whatever he could afford until he was approved for long term care benefits.

Mercolita denied that she agreed to a reduced rent while Lopez was ALTCS pending.

In an email to Mercolita on April 12, 2019, Division staff asked [italics added]:

*Just to clarify a point, regarding any discussion with fiduciary, Stephanie McCollum, did your facility, Healing Gardens, ever agree to a reduced rent/room and board arrangement for Mr. Lopez (based on his ability to pay) until he was to be approved for Arizona Long Term Care benefits?*

In response, Mercolita stated, pertinently, "Per our agreement victor lopez [sic] monthly will be \$3500/month [sic]. Signed by FIDUACIARY [sic]. He is not altcs [sic] approved yet when he came to us."

In a subsequent email, Division staff asked specifically whether Mercolita/Healing Gardens agreed to McCollum paying \$2,500.00 (two thousand five hundred) per monthly or whatever Lopez could afford.

Mercolita replied, pertinently, "We agreed she [McCollum] will pay \$3500.00 [sic] per month while Mr. Lopez was pending ALTCS and not \$2,500.00." Regarding the security deposit, Mercolita said, "We also discussed the deposit which is the amount of \$1,750.00 (one thousand seven hundred and fifty) but that never happened [sic] instead she give me [sic] a hundreds [sic] dollars to Hold [sic] the room."

James Mercolita told Division staff he made five (5) or six (6) calls to McCollum to get her to pay the outstanding balances on the monthly rent. He said he called and spoke with

McCollum's secretary because McCollum was always unavailable. He said McCollum did not return any of his calls.

Mercolita commented to Division staff that McCollum's lack of returning their calls and poor communication "was really bad" adding that fiduciaries "should be on top of that...it is very important."

As previously stated in this Investigation Summary, the Division reviewed the Residency Agreement executed by McCollum and Mercolita, on March 12, 2018, provided by Healing Gardens. The Residency Agreement was faxed from McCollum's office to Healing Gardens on the same date, also consistent with the fiduciary's billing records of March 12, 2018. The bottom of each page is initialed by "JM" as the Facility Representative, and "SM" as the Resident/ Resident's Representative. The Residency Agreement identifies the Basic Monthly Fee as \$3,500.00 (three thousand five hundred) for a semi-private room and monthly charges to begin on March 1, 2018. The Residency Agreement states that the resident's representative [McCollum] will pay the monthly fee on or before the due date, which falls on the 1<sup>st</sup> day of each month. There were no amendments to the \$3,500.00 (three thousand five hundred) fee.

The section of the Residency Agreement that deals with the Security/Early Termination Deposit was amended. The deposit shows as \$1,750.00 (one thousand seven hundred and fifty), typed, but that amount was crossed out and supplanted by handwritten amount of \$350.00 (three hundred and fifty) initialed by "SM." The initials appear consistent throughout the document.

**Security / Early Termination Deposit**  
A security / early termination deposit of ~~\$ 1,750.00~~ is required of the resident, at signing, to \$ 350.00 *SM*  
protect the facility against termination of the Residency Agreement without notice and unusual deposit  
damage the resident may have caused to the facility and grounds.

McCollum's billing records demonstrate that on February 20, 2018, check number 461, in the amount of \$300.00 (three hundred) was for "Deposit to hold room." Check number 461 was dated February 19, 2018.

McCollum paid Healing Gardens \$2,500.00 (two thousand five hundred), via each of the following checks:

- March 12, 2018      Check No. 437
- April 3, 2018,      Check No. 438
- May 3, 2018      Check No. 441

On March 12, 2018, McCollum billed to review a fax from Healing Gardens regarding a Residency Agreement, *check for accuracy* [emphasis added], execute, and return via fax. On the same date, McCollum billed to "Review invoice from Healing Gardens *for accuracy* [emphasis added]; post payment to accounting software."



On April 3, 2018, McCollum billed to review an invoice from Healing Gardens *for accuracy* [emphasis added] and billed on April 30, 2018 to review Healing Garden's May invoice *for accuracy* [emphasis added]. On the same date, McCollum billed to "Review invoice from Healing Garden [sic] Assisted Living *for accuracy* [emphasis added], and "Pay and post payment to Healing Garden [sic] Assisted Living to accounting software."

On April 30, 2018, McCollum billed to "Review May payment to Healing Gardens Assisted Living *for accuracy* [emphasis added] and to "Pay and post payment to Healing Gardens Assisted Living to accounting software."

Fiduciary billing records document that on April 9, 2018, McCollum's staff member, Ms. Rivera, billed for two (2) telephone calls involving Healing Gardens:

"Tele corsp [sic] with the facility re [sic] balance due"

And,

"Tele corsp [sic] with son re [sic] phone call from facility."

McCollum's records show billing for time to review faxes and invoices from Healing Gardens *for accuracy* and the two (2) calls from April 9, 2018, from the facility involved the *balance due*. If Mercolita agreed to the reduction in rent, there would be no need for calls to the fiduciary regarding an outstanding balance on the account.

Email records provided by Mercolita, demonstrate that on May 19, 2018, the day after Lopez passed away, Mercolita emailed McCollum to inform her that Lopez died and that Mercolita tried calling McCollum on May 18, 2018, but her voice mail was full.

On May 21, 2018, (three (3) days later, McCollum replied, via email, in part, thanking Mercolita and requesting Mercolita send "any amounts that your facility may be owed. I am not sure who is going to be handling the estate, but I can place that on the list of creditors." Mercolita later provided an invoice to McCollum regarding the balance of \$2,700.00 (two thousand seven hundred) owed to the facility.

Entrust Hospice records show the hospice Social Worker seemed to have difficulty getting McCollum to return calls as well as Mercolita. Although the Social Worker documented that she spoke with McCollum briefly on April 2, 2018, introducing herself to the fiduciary, the Social Worker's May 1, 2018 documentation stated, in part:

"This worker has not received a callback [sic] from the public fiduciary [McCollum] re [sic] calls made in regard to pt [sic] and his needs." The social worker also documented, "Group home owner states she is unable to get in touch with pt's [sic] public fiduciary [McCollum]. This worker states that my calls have not been returned either."

McCollum's billing documented a telephone conference with Entrust Hospice on April 30, 2018.

Entrust Hospice Nurse's notes, dated May 14, 2018, documented, in part, "caregiver states fiduciary never calls her back and she has not received any payment."

McCollum denied having any issues communicating with Healing Gardens and said, "No, she [Mercolita] was very nice. She called me whenever she needed something. I was able to get her right away. I only spoke to one person which was a lady." Asked if Healing Gardens would agree with her statement that there was not any problem and that the facility could reach her when needed, McCollum said she could not answer for them and said, "I never had any issue with them and would have accepted calls from them any time."

Cooperation can be reasonably and generally defined as and accepted to mean acts or instances of engaging, and/or working or acting together for a common purpose or benefit.

McCollum, serving as guardian and conservator for Lopez, was professionally involved with several community professionals including, but not limited to, Entrust Hospice, Brookdale and Healing Gardens assisted living facilities.

Referencing the National Guardianship Association Standards of Practice, Standard 5, guardians "shall treat all professional and service providers with courtesy and respect and shall strive to enhance cooperation on behalf of the person."

The facts presented in this Investigation Summary, illustrate that McCollum's actions did not reflect courtesy, respect, and cooperation with other professionals. McCollum's communication with Healing Gardens, particularly, further intimates a lack of regard for the facility.

Outside of McCollum's statement that Mercolita knew Lopez was ALTCS pending and agreed to a reduced rent, the Division has found no evidence to support McCollum's claim. Mercolita was aware that Lopez was ALTCS pending and she was willing to assist Lopez and his family because she previously took care of him while she worked at Brookdale. The facts presented in this Investigation Summary supports Mercolita's version of the events that she did not agree to a reduction in room and board and attempted to secure the outstanding balance on the account.

The ALTCS application of January 18, 2018, was denied by Arizona Health Care Cost Containment System ("AHCCCS") on March 2, 2018. Lopez was moved into Healing Gardens on or about March 2, 2018. Therefore, at that point, Lopez was not actually ALTCS pending because the application for benefits had been formally denied. It is not clear when McCollum, via Taylor, re-applied for ALTCS benefits but records show Taylor submitted a Response to RFI (Request For Information), which was dated March 22, 2018.

It does not appear that the information regarding the denial of ALTCS benefits was passed on to Mercolita.

Lopez was approved for ALTCS benefits on April 24, 2019, with coverage commencing on May 1, 2018. He passed away on May 18, 2018.

Facts show that Lopez family members, Entrust Hospice, and Brookdale had some difficulty with McCollum's lack of communication.

Mercolita's statements that McCollum's communication "was really bad" and that fiduciaries "should be on top of that...it is very important" reflect poorly on McCollum's professionalism and, to an extent, on the profession.

It is likely that McCollum felt pressure to quickly secure a suitable assisted living facility for her ward, while dealing with limited available funds to pay for those services. She did ensure that Lopez was placed into an appropriate living environment.

However, there appeared to be a lack of communication and cooperation with Brookdale, evidenced by Zamora's confusion, as late as February 14, 2018, as to when Lopez would be moved.

Moreover, the circumstances surrounding the room and board to Healing Gardens raises ethical considerations and questions whether McCollum secured assisted living services at this facility spuriously and/or by misrepresenting what the estate could pay the facility.

Allegation 4 is substantiated.

**SUBMITTED BY:**

  
PASQUALE FONTANA, Investigator  
Certification and Licensing Division

12/16/19  
Date

**REVIEWED BY:**

  
MARK WILSON, Division Director  
Certification and Licensing Division

12/16/19  
Date

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**DECISION OF THE PROBABLE CAUSE EVALUATOR:**

Having conducted an independent review of the facts and evidence gathered during the course of the investigation of complaint number 18-0006, the Probable Cause Evaluator:

☐ requests division staff to investigate further.

☒ determines probable cause does not exist the certificate holder has committed the alleged acts of misconduct as to Allegation(s):

#1, 2, and 3.

☒ determines probable cause exists the certificate holder committed the alleged acts of misconduct as to Allegation(s):

#4

Mike Baumstark 12/19/19

Mike Baumstark  
Probable Cause Evaluator

Date

**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
ORDER OF THE BOARD**

<b><i>CERTIFICATE HOLDER INFORMATION</i></b>	<b>Certificate Holder:</b>	Stephanie McCollum
	<b>Certification Number:</b>	20560
	<b>Type of Certificate/License:</b>	Individual

**RECOMMENDATION TO THE BOARD ("BOARD"):**

It is recommended the Board accept the finding of the Probable Cause Evaluator and enter a finding Stephanie McCollum has not committed the alleged act(s) of misconduct as detailed in Allegations 1, 2 and 3 in the Investigation Summary and Allegation Analysis Report in complaint number 18-0006.

It is recommended the Board accept the finding of the Probable Cause Evaluator and enter a finding Stephanie McCollum has committed the alleged act(s) of misconduct as detailed in Allegation 4 in the Investigation Summary and Allegation Analysis Report in complaint number 18-0006.

It is further recommended the Board enter a finding grounds for informal disciplinary action exists pursuant to Arizona Code of Judicial Administration ("ACJA") §§ 7-201(H)(6)(a) and (k) for act(s) of misconduct involving ACJA § 7-202(J)(4)(m) for failure to communicate and cooperate with various service providers as further described in the Investigation Summary and Allegation Analysis Report and ACJA § 7-202(J)(3)(e) for failure to maintain records describing/supporting her assertions regarding Healing Gardens the monthly residency costs as further described in the Investigation Summary and Allegation Analysis Report.

It is further recommended that the Board issue Stephanie McCollum a Letter of Concern.

**SUBMITTED BY:**

 12/31/19

Mark Wilson, Division Director      Date  
Certification and Licensing Division

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**FINAL DECISION AND ORDER:**

The Board having reviewed the above Investigation Summary, Allegation Analysis Report, finding of the Probable Cause Evaluator, and Recommendation regarding complaint number 18-0006 and Stephanie McCollum, certificate number 20560 makes a finding of facts and this decision, based on the facts, evidence, and analysis as presented and enters the following order:

- ☐ requests division staff to investigate further.
- ☐ refers the complaint to another entity with jurisdiction.  
Referral to: \_\_\_\_\_
- ☐ dismisses the complaint, and:
  - ☐ requests division staff prepare a notice of dismissal pursuant to ACJA § 7-201(H)(5)(c)(1).
  - ☐ requests division staff prepare a notice of dismissal and an Advisory Letter pursuant to ACJA § 7-201(H)(5)(c)(2).
- ☐ determines grounds for discipline exist demonstrating the certificate holder committed the alleged act(s) of misconduct and:
  - ☐ enter a finding the alleged act(s) of misconduct or violation(s) be resolved through informal discipline, pursuant to ACJA § 7-201(H)(7) and issue a Letter of Concern.
  - ☐ enter a finding the alleged act(s) of misconduct or violation(s) be resolved through formal disciplinary proceeding, pursuant to ACJA § 7-201(H)(9).
- ☐ requests the certificate holder appear before the Board to participate in a Formal Interview, pursuant to ACJA § 7-201(H)(8).
- ☐ orders the filing of Notice of Formal Charges, pursuant to ACJA § 7-201(H)(10).
- ☐ enters a finding the public health, safety or welfare is at risk, requires emergency action, and orders the immediate emergency suspension of the certificate and sets an expedited hearing for:

Date, Time, and Location: \_\_\_\_\_

- ☒ adopts the recommendations of the Division Director.
- ☐ does not adopt the recommendations of the Division Director and orders:

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Deborah Primock, Chair  
Fiduciary Board

1/9/20  
Date